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Miniratna Category-I

नॉर्थ ईस्टर्न इलेक्ट्रिक पॉवर कॉर्पोरेशन लिमिटेड
North Eastern Electric Power Corporation Limited

(एनटीपीसी लि. की सहायक कंपनी) (A Subsidiary of NTPC Ltd.)

135 मे.वा. अगरतला गैस टरबाइन कंबाईड साइकिल पावर प्लांट

135 MW Agartala Gas Turbine Combined Cycle Power Plant

अनुबंध एवं प्रापण: प्रचालन स्कंध/Contract & Procurement /Operation Wing

रामचन्द्र नगर, त्रिपुरा (प)/ Ramchandra Nagar, Tripura (W) - 799008



NOTICE INVITING TENDER(E-TENDER)

e-NIT No. 22 /NEEPCO /AGTCCPP /C&P /2020-2021 Dated 16.05.2020

Online Sealed bids (Single-Stage Two-Envelope) with 120 (One Hundred Twenty) days validity are invited from eligible service provider for the work of " Annual Maintenance of Blue Star and Heir Make ductable AC machine at various locations of NEEPCO, AGTCCPP, Ramchandra Nagar , Agartala, Tripura (W) ". Detailed Tender Document containing Terms and Conditions for Bidding including Qualifying Requirement can be down loaded from NEEPCO's online portal <https://etenders.gov.in>

SCHEDULE		
1.	Name of Work :	Annual maintenance of Blue Star and Heir Make ductable Air Conditioner at various location at AGTCCPP
2.	Estimated Value:	₹ 3,74,000/- (Rupees Three Lakhs Seventy Four Thousand) Only
3.	Earnest Money :	₹ 7,480/- (Rupees Seven Thousand Four Hundred Eighty) only.
4.	Tender Fees :	₹ 500/- (Rupees Five Hundred) only
5.	Last Date & time for Bid submission:	15-06-2020 upto 13:00 Hrs.
6.	Date & time of opening of Bid:	17-06-2020 at 15:00 Hrs.
7.	Validity of Tender:	120 Days

BIDDING PROGRAMME

Participations & Submission of Tenders:

1. Registration for Participation in Bids:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in online vendor registration, if any.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Submission and opening of Bids:

- Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. Bidding forms will be available in the above website. Bids will be opened on the stipulated date and time in the office of the Dy. General Manager(E/M),C&P wing, NEEPCO Ltd, AGTCCPP, R.C.Nagar, Agartala, Tripura(W),Pin-799008.
- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 2.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.5 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.6 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.7 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.
- 2.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.10 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3 **Important Dates & Bid Validity:**

- 3.1 Date of commencement of downloading of bid documents from the portal <https://etenders.gov.in/eprocure> w.e.f 18:00 Hrs of 16/05/2020.
- 3.2 Last date & time for submission of bids online: 13:00 Hrs of 15/06/2020.
- 3.3 Date & time for opening of bids online: 15:00 Hrs of 17/06/2020.
- 3.4 Bid validity: 120 (One Hundred Twenty) days from the date of opening of bids.

In case 17/06/2020 is a holiday, the bid shall be opened on the next working day at the appointed times. Quotations received through any Off-Line Mode shall not be considered.

Bidders are requested to visit e-tendering portal <https://etenders.gov.in/eprocure>, NEEPCO website <http://www.neepco.co.in> and CPP portal <https://etenders.gov.in> regularly for any modification/ clarification of bid document.

- 4 **Earnest Money:** An amount of ₹ 7,480/- (Rupees Seven Thousand Four Hundred Eighty) only to be submitted along with the offer in the form of Demand Draft Drawn in favour of ' **North Eastern Electric Power Corporation Ltd.** ' and payable at ' **Agartala** ' from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. The EMD should reach the office of the undersigned on or before the date of opening of the tender.
- 5 **Release of EMD:** a) The EMD of those Bidders who do not qualify in Techno-Commercial evaluation, shall be returned immediately after approval of Techno-Commercially evaluation. b) The EMD of the Bidders other than L-1 Bidder, will be returned immediately after issue of Letter of Intent (LOI) to the successful Bidder.
- 6 **Forfeiture of EMD/Bid Security:** The Bid Security/EMD may be forfeited; a) if the bidder withdraws his bid after the bid opening during the period of bid validity and extension thereof. b) if the Bidder engages in corrupt, fraudulent, collusive, coercive practices during bidding process; or c) if the bidder does not accept the correction of the bid price d) in the case of successful bidder, if the bidder fails within the specified time limit to sign the Contract Agreement; or furnish the required Initial Security Deposit.

- 7 **Tender fees/ Bid Document Fee:** A non-refundable Tender Fee of ₹ 500/- (Rupees Five Hundred) only shall be submitted in addition to the EMD by the prospective bidders in the form of Demand Draft Drawn in favour of 'North Eastern Electric Power Corporation Ltd.' and payable at 'Agartala' from any Nationalized / Scheduled Bank, failing which their bid shall not be considered. The Tender Fee should reach the office of the undersigned on or before the date of opening of the tender.

Address of the undersigned : Dy. General Manager(E/M), C&P,
AGTCCPP, NEEPCO Ltd.,
R.C. Nagar, Agartala - 799008, Tripura(W).

- 8 **Evaluation of Tender:** Techno-commercial bid shall be opened on online. Tenderers' authorized representative shall be permitted to attend the tender opening only on submission of authorization letter. Purchaser will examine the Tender document to determine whether they fulfilled the qualifying requirement, whether they are complete and meet the requirements of this Tender specification. Tender submitted without fulfilling the qualification criteria shall be rejected and shall not be considered for price bid evaluation. Price bid of those tenderers meeting the qualifying requirement and requirements of Tender specification shall be opened on completion of Techno-commercial Evaluation. Date for price bid opening shall be notified at a later date through system-generated email.

INSTRUCTION TO BIDDER

The intending bidders who fulfill the eligibility / qualifying criteria as given below should participate in the on-line Bidding process. Fulfillment of criteria as mentioned is essential, as non-compliance will lead to rejection of the Bid, without any further communication.

Qualifying Criteria: The bidders must fulfill the following qualifying criteria :

1. The Tenders of the bidders must accompany tender fee and EMD. Without Tender Fee and EMD of requisite amount, the tenders will be rejected.
2. The bidder must have the experience of having successfully completed similar nature or allied works during last 7 (Seven) years in any Govt. of India organization/State Govt. organization /PSU. Documentary evidence to that effect shall be submitted.
 - a) Three similar completed works, each of value not less than 40% of the estimated cost.
OR
 - b) Two similar completed works, each of value not less than 50% of the estimated cost.
OR
 - c) One similar completed work of value not less than 80% of the estimated cost.
(Similar work means AMC of A.C machine)
3. Copy of Bidder's PAN Card, Proprietor's Name, Legal Business Address, **GST Registration**, PF registration, Copy of Income Tax and Professional Tax Certificate clearance of current validity should be submitted along with their bids.
4. The quoted price must be authenticated with relevant supporting documents and uploaded online.
MSME, NSIC and startup registered bidders under Govt. of India are exempted from depositing Cost of Tender Document and Earnest Money. Copy of valid exemption certificate has to be submitted along with bid. Bidders who are registered as Micro/Small enterprise need to submit the Undertaking in prescribed format as enclosed with bid documents.
5. **Minimum Average Annual Turnover(MAAT):** Minimum Average Annual Turnover of the bidder, in the best three Financial Year out of the last 5(Five) Financial year, ending 31st March of the previous financial year should not be less than ₹ 59.80 (Fifty Nine point Eight zero) Thousands.
6. **Liquid asset requirement:** The bidder should have liquid assets or / and evidence to availability of unutilised credit facilities of not less than the value as calculated below: Liquid Asset = (Estimated Cost × 2.5)/Completion period in months. The Certificate of Banker regarding the availability of unutilized credit facilities (Fund based and non-fund based) shall not be dated earlier than 30 (thirty) days prior to the latest date for submission of bids. Liquid Asset = Current Asset - (Inventory + Pre-paid expenses).
7. MSME, NSIC, Start-up registered bidders are exempted from prior experiences and turnover etc subject to meeting quality & technical specifications as per Govt. of India notifications from time to time.

8. The tender shall be finalized through "Tender cum Auction" i.e through the tender followed by e-Reverse Auction(e-RA). After opening the financial bids, Reverse Auction shall be conducted amongst the techno-commercially qualified bidders. The date and time of e-RA shall be conveyed to the techno-commercially qualified bidders via system-generated email.
9. Offline bids shall not be considered.
10. **Return of EMD:** EMD shall be returned to bidders through NEFT/RTGS. So bidders shall submit bank details along with bid.

GENERAL TERMS AND CONDITION

(All prospective Bidders are requested to go through these instructions carefully)

The rate quoted against this e-NIT should be submitted online. The general Terms and Conditions are:

1. **Scope of work :** The scope of the work shall generally be limited to Annual Maintenance of Blue Star Make ductable AC machine at specified locations as Annexed of NEEPCO, AGTCCPP, Ramchandra Nagar , Agartala, Tripura (W) and shall broadly include :
 - ✓ Inspecting the plant and/or the system and carrying out preventive maintenance as per out standard practice four times in year.
 - ✓ Checking the refrigeration system motor and starters for performance and ensuring the overall healthy condition of the plant.
 - ✓ Checking the system for leaks and then rectifying leaks, if any.
 - ✓ Taking a set of readings and then evaluating them to ensure satisfactory performance of the plant.
 - ✓ Checking the refrigeration control system for operation and adjusting the setting, if any.
 - ✓ Descaling the condenser if seemed necessary (Maximum two per year).
 - ✓ Lubricating the bearing of motor pumps and fans as and when necessary.
 - ✓ Repairing/replacing the all components in compressor of the equipments at site or at any other place as and when required.
 - ✓ Replenishing the refrigerant as a result of leak from the system arising out of standard wear and tear.
 - ✓ Attending and operation of the plant when called upon.
 - ✓ Attending to complaints/ breakdown call whenever received within 2(two) hours.
 - ✓ Reporting the healthiness and suggesting improvements, if any.
 - ✓ All spare part involved during breakdown (including Gas Refill) shall be covered under the AMC.
 - ✓ The AMC should include the compressor as well.

All aspects of operation shall be carried out as per procedure mentioned in AC manufacturer's manual, standard operating procedure and instruction of Engineer-in-charge as designated by NEEPCO.
2. **Period of Contract :** The contract for shall be for a period of **1 (one) year** from the date of issuance of the order or commencement of service whichever is later initially and may be extended for further period at mutually agreed rates and terms & conditions subject to satisfactory performance under the contract.
3. **Submission of Bid:** Bidders shall prepare and submit their bids in the electronic form in <https://etenders.gov.in>. On line bidding forms will be available in the website. Submission of online bids is mandatory for consideration of bids by NEEPCO. However, the document submitted by the bidder must be signed and sealed at each page by the bidder with signature before scanning and uploading.
4. **Basis of Price:** The bidder shall quote the price on FIRM basis and no escalation shall be entertained during the contact period. The bidder shall quote his price in the PRICE SCHEDULE appended herewith.
5. **Terms of Payment:** Payment shall be made on a Quarterly basis on a prorata basis. For this, the contractor shall raise bills for work executed by them in the preceding three month period. NEEPCO shall release payment within 15 (fifteen) days of submission of bill.
6. **Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work. If the bidder is eligible for any kind of exemption/concession from state Govt. /Central Govt. they shall have to furnish documentary evidence to consider the same.
7. **Clause wise Compliance:** Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other document. Deviations if any from the tender requirements must be stated in a separate sheet with relevant clause for consideration of NEEPCO Ltd. Deviation mentioned in the general tender document without highlighting the same in **Deviation statement** shall not be accepted.

8. **Settlement of Disputes and Arbitration:** In case of any dispute concerning this Tender/Order, both the contractor and NEEPCO shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation. Place of arbitration shall be at Agartala. Arbitrator shall be appointed by Chairman & Managing Director, NEEPCO Limited and for that this contract shall be interpreted in accordance with the laws of India.
9. Bidders are requested to visit NEEPCO's online portal <https://etenders.gov.in> regularly for any modification/clarification of the bid document.
10. **Contract Performance Guarantee:**
 - (a) Within 30(Thirty) days of issuance of the order, the firm shall furnish an irrevocable Contract Performance Guarantee in the form of a Bank Guarantee for proper fulfillment of the contract in prescribed FORMAT. The Bank Guarantee shall be for an equivalent to 10% of the total contract Price.
 - (b) The Bank Guarantee shall be strictly as per format at "**CPG Format**" and shall be issued by any Nationalized/Scheduled Bank in India.
11. **WITHHOLDING PAYMENT:** The purchaser may withhold the whole or part of any payment of the contractor, which in the opinion of the purchaser is necessary to protect himself from loss or account of.
 - i) Defective work not remedied or guarantees not met;
 - ii) Damage or loss of property or equipment of the Purchaser.
 - iii) Non-return of material/equipment supplied by the Purchaser when the same is due.
 - iv) If legal case is instituted against the bidders by the purchaser or the contractor.
12. **Court of Competent Jurisdiction:** Any legal action taken or proceeding initiated or any of the terms of the agreement shall be only in the jurisdiction of local court of this Power Station area in Agartala, Tripura .
13. The contract must not be sub-let without the permission of the Corporation.
14. The bidders shall submit all the information and documents as sought for in relevant clauses of the tender documents, both in Technical Specification & Commercial conditions. Tenders without the requisite information and documents shall be considered as incomplete and are liable for rejection.
15. NEEPCO reserves the right to verify bidders' capability and capacity both in terms of technically and commercially to perform the contract as well as to verify the authentication of any or all documents produced/submitted by bidders.
16. NEEPCO may allow purchase and other preferences to Govt./PSU/SSI/NSIC units as per Govt. policy and guidelines.
17. NEEPCO reserves the right to accept/reject any or all offers in part or full and also the right to relax qualifying requirements whenever and wherever required without assigning any reasons thereof.
18. **Work and Safety Regulation**
 - (a) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to employer or to others, working at the Site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.
 - (b) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability. In the event the contractor supplies such PPEs, the contractor may claim the cost towards such expenditure and the Corporation will reimburse the same once in a year. Alternatively, all such PPEs may be provided by the Corporation.
 - (c) In case of any accident during the services under this contract or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
 - (d) The Contractor shall follow and comply with all Employer Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and Employer Safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
19. **Special Instruction:** The contractor should comply with the provisions of contract labour (Regulation & abolition) act 1970 and Contract Labour (Regulation & abolition) act 1971 and minimum wages act & rules of Central and State Government of India.
20. **Schedule of Price for the tender:** The detailed Schedule of Price for the tender included under the scope of the work are is enclosed as **Annexure-A**. The same may also be viewed in the **Price Bid Form** of the tender in the online portal of <https://etenders.gov.in>

The bidders are requested to note that participation in the bid shall be taken as acceptance of the terms & conditions as stated above. In case any condition(s) is/are not acceptable to the bidder, the same should be mentioned in the offer/quotation in clear terms in the deviation sheet. Bidders are requested to visit the website (<https://etenders.gov.in>) for any future change/ modification/ corrigendum/addendum to this tender. The Corporation reserves the right to change/modify the requirements or to postpone/accept or reject the tender in full or part of this Notice or cancel without assigning any reason thereof and is not bound to accept the lowest offer.

For & on behalf of North Eastern Electric Power Corporation Ltd.



(Suranjan Sarkar)

Dy.General Manager(E/M), C&P
AGTCCPP, NEEPCO Ltd.

ANNEXURE-A

Schedule of Price for the tender :

Sl. No.	Item Description	Total tonnage	Basic Price of AMC per year (₹) inclusive of GST	Total Amount per year (₹)
1.	22TR x 3 Package AC installed at STG Building. Make: Blue Star	66		
2	11TR x 3 ductable split AC installed at GT control room. [One of the 11TR ductable Split AC is of Haier Make].	33		
3	11TR x 1 ductable split AC installed at NRC Building. Make: Blue star	11		

Note :

1. The above price is inclusive of GST, cost of labour engaged, any other charges...etc.
2. The annual maintenance charges will be valid for a period of one year.